

***United States Court of Appeals  
for the  
District of Columbia Circuit***



**TRANSCRIPT OF  
RECORD**



# TRANSCRIPT OF RECORD.

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Court of Appeals, District of Columbia

APRIL TERM, 1908

No. 1867.

542

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LINO F. RONDINELLA, APPELLANT,

vs.

SOUTHERN RAILWAY COMPANY, A CORPORATION.

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APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA

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FILED FEBRUARY 13, 1908.

<sup>84</sup>  
Feb. 3, 1909

Rehearing

Van Q.



# COURT OF APPEALS OF THE DISTRICT OF COLUMBIA

APRIL TERM, 1908.

No. 1867.

LINO F. RONDINELLA, APPELLANT,

vs.

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# In the Court of Appeals of the District of Columbia.

No. 1867.

LINO F. RONDINELLA, Appellant,  
*vs.*  
SOUTHERN RAILWAY COMPANY, a Corporation.

*a* Supreme Court of the District of Columbia.

At Law. No. 49353.

LINO F. RONDINELLA, Plaintiff,  
*vs.*  
SOUTHERN RAILWAY COMPANY, a Corporation, Defendant.

UNITED STATES OF AMERICA, *District of Columbia, ss:*

Be it remembered that in the Supreme Court of the District of Columbia, at the city of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had in the above entitled cause, to-wit:

1 *Declaration.*

Filed April 13, 1907.

In the Supreme Court of the District of Columbia.

At Law. No. 49353.

LINO F. RONDINELLA, Plaintiff,  
*vs.*  
SOUTHERN RAILWAY COMPANY, a Corporation, Defendant.

1. The plaintiff, Lino F. Rondinella, sues the defendant, the Southern Railway Company, a corporation doing business in the District of Columbia, for that whereas heretofore, to wit, on the 22nd day of May, 1906, at and in consideration that the plaintiff, at the special instance and request of the said defendant, would deliver to the said defendant a certain photographic printing machine known as the "Star Photo Printing Machine" on the terms that the said defendant should purchase the same at and for a certain price, to wit the sum of two hundred and twenty-five dollars (\$225), or return the same to the plaintiff within thirty days, *he* the said defendant

then and there undertook, and faithfully promised the said plaintiff to purchase the said machine of the plaintiff, and to pay him the said price therefor, or to return and re-deliver the said goods to him within a reasonable time then next following; and the said plaintiff says, that he, confiding in the said promises and undertaking of the said defendant, did afterwards, to wit, on the day and year aforesaid, at the City of Philadelphia, State of Pennsylvania, deliver to the said defendant the said machine on the terms aforesaid, and  
2 was always ready and willing to sell the said machine to the said defendant for said price, to wit, the price of two hundred and twenty-five dollars (\$225), whereof the said defendant then and there had notice; yet the plaintiff says that although a reasonable time for the said defendant's purchasing or returning the said goods to the said plaintiff, as last aforesaid, has long since elapsed, yet the defendant, not regarding *his* said promise and undertaking, but contriving and intending to deceive the said plaintiff in this behalf, has not, although often requested so to do, paid the plaintiff the said price of the said machine, or returned or redelivered the same, or any part thereof, to the plaintiff, but has hitherto wholly neglected and refused, and still neglects and refuses so to do, to the damage of the plaintiff in the sum of two hundred and twenty-five dollars (\$225) with interest from the 22nd day of May, 1906, which amount the plaintiff claims of the defendant besides the costs of suit.

2. The plaintiff aforesaid also sues the defendant aforesaid for that the defendant heretofore, to wit, on the 22nd day of May, 1906, was indebted to the plaintiff in the further sum of two hundred and five dollars (\$205) for divers goods, wares, merchandise and chattels, to wit, a special motor and support for the photographic printing machine mentioned and described in the first count hereof, carrying reflector hood, switches, etc. and four Cooper-Hewitt vapor lamps, by the plaintiff, before that time sold and delivered to the said defendant and at *his* special instance and request, and being so in-  
3 debted *he* the said defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said last mentioned sum of money, when *he* the said defendant should be thereunto afterwards requested; yet the said defendant, not regarding *his* said promise and undertaking, but contriving and intending to deceive the said plaintiff in this behalf has not, although often requested so to do, paid the said plaintiff the said price of the said goods or any part thereof, but has hitherto wholly neglected and refused and still neglects and refuses so to do, to the damage of the said plaintiff in the sum of two hundred and five dollars (\$205) with interest from May 22nd, 1906, which sum the plaintiff claims of the defendant besides the costs of suit.

3. The plaintiff aforesaid also sues the defendant aforesaid for that the defendant heretofore, to wit, on the 15th day of June 1906, was indebted to the plaintiff in the further sum of twelve dollars (\$12) for divers goods, wares, merchandise and chattels, to wit, one extra pair of bearing frames for the said photographic printing machine mentioned and described in the first count hereof, by the plaintiff, before that time sold and delivered to the said defendant



and at *his* special instance and request, and being so indebted, *he* the said defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, undertook, and then and there faithfully promised the said plaintiff to pay him the said last mentioned sum of money, when *he* the said defendant should be thereunto afterwards requested; yet the said defendant, not regarding *his* said  
 4 promise and undertaking, but contriving and intending to deceive the said plaintiff in this behalf has not, although often requested so to do, paid the said plaintiff the said price of the said goods or any part thereof, but has hitherto wholly neglected and refused, and still neglects and refuses so to do, to the damage of the said plaintiff in the sum of twelve dollars (\$12) with interest from June 15th, 1906, which sum the plaintiff claims of the defendant besides the costs of suit.

4. The plaintiff, aforesaid, sues the defendant, aforesaid, a corporation doing business in the District of Columbia, and having a place of business therein for money payable by the defendant to the plaintiff for goods bargained and sold by the plaintiff to the defendant; and for goods sold and delivered by the plaintiff to the defendant; and for work done and materials provided by the plaintiff for the defendant, at its request; and for money lent by the plaintiff to the defendant; and for money paid by the plaintiff for the defendant, at its request; and for money received by the defendant for use of the plaintiff; and for money found to be due from the defendant to the plaintiff on accounts stated between them.

And the plaintiff claims of the defendant the sum of four hundred and forty-two dollars (\$442) with interest on \$430 thereof from May 22nd, 1906, and on \$12 thereof from June 15th, 1906, according to the Particulars of Demand hereunto annexed, besides costs of this suit.

TUCKER & KENYON,  
*Attorneys for Plaintiff.*

5 The defendant is to plead hereto on or before the twentieth day, exclusive of Sundays and legal holidays, occurring after the day of the service hereof; otherwise judgment.

TUCKER & KENYON,  
*Attorneys for Plaintiff.*

### *Particulars of Demand.*

Southern Railway to Lino F. Rondinella, Dr.

May 22nd, 1906.	For one "Star Photo-Printing Outfit, No. 42 C, 'consisting of one "Star Photo-Printing Machine" with special motor and support, carrying reflector hood, switches, etc., with four (4) Cooper Hewitt vapor lamps.....	\$430.00
	with interest from May 22nd, 1906	
June 15th, 1906.	For extra pair bearing frames for said "Star Photo-Printing Machine".....	12.00
	with interest from June 15th, 1906	

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\$442.00

*Affidavit.*

STATE OF PENNSYLVANIA,  
*City and County of Philadelphia, ss:*

6 Lino F. Rondinella, being first duly sworn, deposes and says that he is the person named as plaintiff in the foregoing and annexed declaration which with the particulars of demand thereto annexed, the statements in which are true and accurate, are made parts of this affidavit as if fully herein set forth. On May 1, 1906, the Southern Railway Company, named as defendant in said declaration ordered in writing of this affiant an electric blue printing machine, known as "The Star Photo-Printing Machine" invented and manufactured by affiant, and certain accessories thereto, the whole known as Outfit No. 42 C, consisting of one of said machines and motor, a support and reflector-hood, switches, etc. with four (4) Cooper-Hewitt Vapor Lamps at and for the price of four hundred and twenty-five dollars (\$425) and stated that if the same proved satisfactory, it would pay the said sum of \$425 for the same. In response to said order, affiant wrote to said company and asked the normal voltage and maximum variance of the electric current to be used in the operation of said machine. Said information was given affiant by said Company, whereupon affiant wrote said Company asking it whether it desired motor of a particular kind and stated that if it did, the costs of the entire equipment would be five dollars (\$5) more or four hundred and thirty dollars (\$430) and that of the outfit the machine only would be returnable within thirty days at two hundred and twenty-five dollars (\$225). Thereafter the said Southern Railway Company modified its previous order of May 1, 1906, in accordance with affiant's notification to it of May 9th, 1906, and ordered said special outfit at and for the said price of four hundred and thirty dollars (\$430) and agreed to pay  
7 that sum to affiant therefor. Thereafter, namely on May 22, 1906, said outfit, including said machine, was delivered by affiant to said Southern Railway Company and was accepted by it. Thereafter the said Southern Railway Company ordered from affiant an extra pair of bearing-frames for said machine at and for the price of twelve dollars (\$12) and the same was shipped by affiant to it and was accepted by it.

Affiant further avers that the sum of four hundred and thirty dollars (\$430) for said Outfit No. 42 C and said sum of twelve dollars (\$12) for said extra pair of bearing-frames were the sums of money agreed to be paid therefor to affiant by said Southern Railway Company, and said Southern Railway Company although it received said goods and merchandise, has not paid affiant or any one in his behalf the said sums of money due him as aforesaid for his goods and did not, within said thirty days, and has not since returned said photo-printing machine to the plaintiff, and by reason of the premises there is justly due affiant the sum of four hundred and forty-two dollars (\$442) with interest on \$430 thereof from May 22nd, 1906, and on \$12 thereof from June 15, 1906, which sum affiant claims of the

said Southern Railway Company exclusive of all set-offs and just grounds of defense.

LINO F. RONDINELLA.

Subscribed and sworn to before me this 10th day of April A. D. 1907.

[SEAL.]

JOSEPH C. MURPHY,  
*Notary Public.*

Commission expires January 14th, 1909.

8

*Pleas.*

Filed May 8, 1907.

In the Supreme Court of the District of Columbia.

At Law. No. 49353.

LINO F. RONDINELLA, Plaintiff,

*vs.*

SOUTHERN RAILWAY COMPANY.

1. Now comes the defendant and for plea to the plaintiff's declaration filed in the above-entitled cause and to each count thereof says that it never undertook and promised as alleged in said declaration.

2. And for further plea to said declaration and to each count thereof, the said defendant says that it is not indebted to said plaintiff as set forth in said declaration.

GEORGE E. HAMILTON,  
*Attorney for Defendant.*

DISTRICT OF COLUMBIA, *To wit:*

Personally appeared before me, a Notary Public in and for said District, H. B. Spencer, who being duly sworn deposes and says that he is the Vice-President of the Southern Railway Company, the corporation named as defendant in the above-entitled cause and is authorized by said defendant to make this affidavit, which he does on information furnished him by various employes of said Company, and which he has gathered from correspondence between the plaintiff and the defendant in this cause, which said correspondence

9 sets forth the contract between the parties to this suit, and contains various letters between the plaintiff and the defendant, showing the defects in the machine supplied by the plaintiff, and his failure to make said machine comply with the terms and conditions of the contract. Affiant further avers that the said Southern Railway Company has a good defense to the claim sued on by said plaintiff, which is as follows: That the said defendant, being in urgent need of a blue printing machine suitable for printing drawings *in extenso* by artificial light, and having seen the plaintiff's advertisement of such a machine, wrote to the said plaintiff requesting a circular and price list. That the said plaintiff did furnish the

defendant with a circular and price list of his machines, which said circular and price list referred to the machine ordered by this defendant as "No. 42 Outfit with four Cooper-Hewitt Vapor Lamps, \$425.00." Affiant further avers that there was no intimation in the circular and price list that said outfit was composed of different parts at different prices, or to be supplied in part by the plaintiff and in part by some other concern, but the machine which the plaintiff represented he could sell to the defendant was advertised as being one complete outfit. Said circular and price list also specifically stated the efficiency of said machine and the character of work it would perform; that upon the strength of the representations contained in said circular and price list the defendant on or about May 1, 1906, requested the plaintiff to forward to its office at Knoxville, Tenn., the outfit advertised by said plaintiff as No. 42 Outfit with four

10 Cooper-Hewitt Vapor Lamps, as shown on the revised price list of the plaintiff, said defendant specifically stating at the time that the sale was to be made subject to its approval of said machine, and that if the machine proved satisfactory, the defendant would forward voucher to the plaintiff to cover the cost thereof; that thereupon certain correspondence took place between the plaintiff and the defendant as to the character and volume of the current of electricity the defendant intended to use in connection with said machine, and as a result of said correspondence the price of said machine was increased from \$425 to \$430. Affiant denies, however, that the said defendant ever agreed "that of the outfit the machine only would be returnable within thirty days at \$225" but on the contrary says that until a much later period in their negotiations the defendant had no knowledge that only a portion of the outfit was controlled and owned by the plaintiff, and he avers that the defendant at all times dealt with the plaintiff upon the theory and understanding that it was purchasing from him the whole outfit described as "No. 42 Outfit with four Cooper-Hewitt Vapor Lamps" and known as the Star Photo Printing Machine, and that if the said outfit failed to be satisfactory or to come up to the efficiency claimed for it by the plaintiff, after a trial, that it should be returned to the plaintiff and the deal declared off. Affiant denies that said outfit as ordered by the defendant was received by it on the 22nd day of May, 1906. On the contrary he avers that it received at Knoxville, Tenn., portions of said outfit on the 7th day of June, 1906, but all of said outfit was not received by it until July 10, 1906. That on July 7th the said plain-

11 tiff writing to the defendant in connection with a portion of the machine which had to be renewed by reason of the fact that as originally sent it was defective, closed his letter by saying "Sincerely hoping that before the receipt of this your outfit will be in satisfactory operation, and awaiting this information to the above address, I am, &c." Affiant further avers that said machine as received by the defendant in Knoxville, Tenn., was in imperfect, defective and damaged condition, portions thereof being broken, portions being defective, and portions not supplied at all; that the defendant made every effort to have the plaintiff remedy the imperfect parts, both by letter and telegram, because the defendant was in urgent need for the use of said machine, but that notwithstanding

its efforts in that direction and its efforts to make said machine come up to the requirements and perform the work which the plaintiff claimed it was capable of performing, the said machine proved wholly insufficient and unsatisfactory and incapable of performing the work claimed for it by the plaintiff, and finally the defendant on the 1st day of August, 1906, wrote the plaintiff in part as follows, "It is now over two months since the blue print machine was received. We have reported defects to you from time to time to —, and there seems to be no prospects of getting the machine in shape. Please say if you desire me to box up the machine and return it to you, or whether you will take some steps to put it in working order." And the plaintiff replied to said letter on August 4th, saying that he was very anxious to make the machine perform the work claimed for it "not

12 only that you (the defendant) may be satisfied, but for the more selfish reason that I may have it accepted and paid for as soon as possible." Affiant further avers that the defendant made further effort to make said machine do the work claimed for it, without success, and finally on September 10, 1906, it notified the plaintiff that the machine had failed totally and that it was unable to make any use of it whatever, and that if the plaintiff saw fit he could send a competent man to Knoxville for the purpose of attempting to make said machine run. The said defendant closes its letter containing the above statement with the following language, "It therefore lies with you to place it in working order so that it can be depended upon, or advise me to the contrary, in which latter event I will have it boxed up and returned to you." Affiant further avers that the said plaintiff did not go to Knoxville or send a man to that point to put said machine in running order, and that finally after using every effort to obtain satisfactory results with said machine, which efforts met with no success at all, the defendant had said machine packed and returned to the plaintiff on November 10, 1906. Affiant says that plaintiff did supply to defendant certain portions of said machine to take the place of broken or defective parts but he denies that defendant on June 15, 1906, or at any other time ever ordered of the plaintiff or agreed to pay for "one extra pair of bearing frames for the said photographic printing machine" in the sum of \$12. Affiant avers that by reason of the premises the said plaintiff is not entitled to recover from the defendant any of the sums set forth in said declaration, and each count thereof, and is not entitled to  
13 recover from the defendant by reason of the matters and things set forth in this affidavit in any sum whatever.

H. B. SPENCER.

Subscribed and sworn to before me this 8th day of May, A. D. 1907.

[SEAL.]

PEARCE HORNE,  
*Notary Public.*

*Joinder of Issue.*

Filed May 24, 1907.

In the Supreme Court of the District of Columbia.

At Law. No. 49353.

LINO F. RONDINELLA, Plaintiff,

*vs.*

SOUTHERN RAILWAY COMPANY.

The plaintiff joins issue on each of the pleas of the defendant to the declaration in the above entitled cause.

TUCKER & KENYON,  
*Attorneys for Plaintiff.*

*Notice of Trial.*

George E. Hamilton, Esq., Attorney for said Defendant:

Take notice that the issues joined in the above entitled cause  
14 will be tried at the next ensuing term of the Court.

TUCKER & KENYON,  
*Attorneys for Plaintiff.*

*Note of Issue.*

Title of cause is given above.

Attorney for Defendant, Geo. E. Hamilton, Esq.

Last pleading filed May 24, 1907.

TUCKER & KENYON,  
*Attorneys for Plaintiff.*

*Memorandum.*

December 9, 1907.—Verdict for Defendant.

Supreme Court of the District of Columbia.

MONDAY, *December* 16, 1907.

Session resumed pursuant to adjournment, Mr. Justice Wright presiding.

\* \* \* \* \*

15

At Law. No. 49353.

LINO F. RONDINELLA, Pl'tf,

*vs.*

THE SOUTHERN RAILWAY COMPANY, Def't.

The time within which to move for a new trial having expired, judgment on verdict is ordered.

Therefore it is considered that the plaintiff take nothing by his suit, and that the defendant go thereof without day, and recover against the plaintiff the costs of its defense, to be taxed by the Clerk, and have execution thereof.

*Order for Appeal.*

Filed December 23, 1907.

In the Supreme Court of the District of Columbia.

At Law. No. 49353.

RONDINELLA, Pl't'ff,

*vs.*

SOUTHERN RAILWAY COMPANY, Def't.

The Clerk of said Court will enter an appeal by the plaintiff from the judgment herein and issue citation to defendant.

TUCKER & KENYON,  
*Attorneys for Pl't'ff.*

16 Filed Dec. 24, 1907. J. R. Young, Clerk.

In the Supreme Court of the District of Columbia.

At Law. No. 49353.

LINO F. RONDINELLA

*vs.*

SOUTHERN RAILWAY COMPANY, a Corporation.

The President of the United States to Southern Railway Company, a corporation, Greeting:

You are hereby cited and admonished to be and appear at a court of appeals of the District of Columbia, upon the docketing the cause therein, under and as directed by the Rules of said Court, pursuant to an Appeal filed in the *the* Supreme Court of the District of Columbia, on the 23d day of December, 1907, wherein Lino F. Rondinella is Appellant, and you are Appellee, to show cause, if any there be, why the Judgment rendered against the said Appellant, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Harry M. Clabaugh, Chief Justice of the Supreme Court of the District of Columbia, this 23d day of December in the year of our Lord one thousand nine hundred and seven.

[Seal Supreme Court of the District of Columbia.]

J. R. YOUNG, *Clerk*,  
By H. BINGHAM,  
*Ass't Clerk.*

Service of the above Citation accepted this 24th day of December, 1907.

M. J. COLBERT,  
*Attorney for Appellee.*

[Endorsed:] No. 49353. Law Rondinella vs. Southern R'y Co. Citation. Issued Dec. 23, 1907. Filed Dec. 24, 1907. J. R. Young, Clerk. Tucker & Kenyon, Attorney- for Appellant.

17

*Memorandum.*

December 30, 1907.—Appeal bond filed.

Supreme Court of the District of Columbia.

MONDAY, *December 30, 1907.*

Session resumed pursuant to adjournment, Mr. Justice Barnard presiding.

At Law. No. 49353.

LINO F. RONDINELLA, Pl't'f,

*vs.*

THE SOUTHERN RAILWAY COMPANY, Def't.

It is by the Court ordered that the October Term 1907 of the Supreme Court of the District of Columbia be, and the same is hereby prolonged for the period of thirty eight (38) days for the purpose of settling the bill of exceptions in this cause, and filing the transcript of record in the Court of Appeals.

FRIDAY, *January 17, 1908.*

Session resumed pursuant to adjournment, Mr. Justice Wright presiding.

\* \* \* \* \*

18

At Law. No. 49353.

LINO F. RONDINELLA, Pl't'f,

*vs.*

THE SOUTHERN RAILWAY COMPANY, Def't.

Now comes here the plaintiff by his Attorneys and presents to the Court his bill of exceptions taken during the trial of this cause, and the same is taken under consideration.

Supreme Court of the District of Columbia.

SATURDAY, *January 18, 1908.*

Session resumed pursuant to adjournment, Mr. Justice Wright presiding.

\* \* \* \* \*

At Law. No. 49353.

LINO F. RONDINELLA, Pl't'f,

*vs.*

SOUTHERN RAILWAY COMPANY, a Corporation, Def't.

Now comes here the plaintiff by his attorneys and prays the Court to sign, seal and make of the record, his bill of exceptions taken during



the trial of this cause (heretofore submitted) now for then, which is accordingly done.

19

*Bill of Exceptions.*

Filed January 18, 1908.

In the Supreme Court of the District of Columbia.

At Law. No. 49353.

LINO F. RONDINELLA, Plaintiff,

*vs.*

SOUTHERN RAILWAY COMPANY, a Corporation, Defendant.

Be it remembered that the above entitled cause came on for hearing in said Court on the 9th day of December, 1907, before Hon. Daniel T. Wright, an Associate Justice of said Court and a jury regularly empanelled to try the cause.

The plaintiff, to maintain the issues on his part joined offered and gave in evidence the following letters, correspondence, and documents (formal proof of the signing and execution, mailing and receipt thereof, having been first waived by counsel for the defendant), and the same were read in open Court to the jury.

SOUTHERN RAILWAY COMPANY,  
KNOXVILLE, TENN., *Feb. 8, 1906.*

Mr. L. F. Rondinella, Mechanical Engineer, 728 Stephen Girard Building, Philadelphia, Pa.

DEAR SIR: Please send me your catalogue and price list of electric Blue Print Machines, and oblige,

Yours truly,

W. B. CRENSHAW,  
*Resident Engr, 305 Empire Bldg.*

20 L. F. Rondinella, M. E., Mechanical and Civil Engineer.

PHILADELPHIA, PA., *Feb. 12, 1906.*

Mr. W. B. Crenshaw, Res. Engr., Southern Ry. Co., Knoxville, Tenn.

DEAR SIR: In answer to your recent request I send you herewith a circular and price list of my Star Photo-Printing Machine, which gives a brief description of its construction and method of operation, and specifies some of its advantages over all other forms of apparatus for making many or long prints.

The Franklin Institute of Pennsylvania, after a thorough examination by its committee of experts, reported on June 7, 1905, that—"The Rondinella Photo-Printing Machine marks a distinct advance in the practice of this art—It has been followed by several others,—but—retains its leading place as an efficient solution of the problem,"—of continuous photo-printing.

The Board of City Trusts of Philadelphia, has awarded me the John Scott Medal (inscribed "To the most deserving") for the invention of the Star Photo-Printing Machine,—“in view of the scientific accuracy and mechanical thoroughness and simplicity with which all the various requirements of the process of continuous photo-printing have been fulfilled in this machine.”

I shall be pleased to furnish any further information that you may desire, or to book your order.

Yours truly,

L. F. RONDINELLA.

21

KNOXVILLE, TENN., *May 1, 1906.*

Mr. L. F. Rondinella, Mechanical Engineer, 728 Stephen Girard Building, Philadelphia, Pa.

DEAR SIR: Will you kindly send me as quickly as possible, sale to be made subject to approval, your electric blue printing machine, which you show on your revised price list as outfit No. 42, with 4 Cooper-Hewitt vapor lamps. If the same proves satisfactory, I will send you voucher to cover cost.

Please ship by freight via Washington, D. C. and Southern Railway.

In sending me bill, please have it made in duplicate.

Please advise me when you will make shipment so I can arrange for the proper current connection.

Yours truly,

W. B. CRENSHAW,  
*Principal Ass't Eng'r.*

PHILADELPHIA, PA., *May 3, 1906.*

Mr. W. B. Crenshaw, Prin. Ass't Eng'r, Southern Railway Co., Knoxville, Tenn.

DEAR SIR: I have your valued favor of the 1st inst. ordering a No. 42 Star Photo-Printing Outfit with 4 tube Cooper-Hewitt  
22 lighting equipment, to be paid for within 30 days after its receipt or to be returned undamaged before the expiration of that time if it is not as represented. I do not usually promise shipment in less than one month, but we now have most parts in stock ready for assembling and test, and I therefore expect to ship the outfit to you before the 21st inst. Please inform me what is the normal voltage of your D. C. electric supply, with its maximum variations.

Yours very truly,

L. F. RONDINELLA.

KNOXVILLE, TENN., *May 7, 1906.*

Mr. L. F. Rondinella, Mechanical Engineer, 728 Stephen Girard Bldg., Phila., Pa.

DEAR SIR: Referring to your letter of the 3rd relative to the voltage for the machine ordered, the local electric office say that their direct current is normally 500 volts with a variation of 10% either way. They, however, recommend a 110. volt alternating current Cooper-Hewitt lamp, of which they say they are operating a number sucessfully. I give you this information for what it is

worth. They are installing new apparatus in their power plant so they will soon be able to cut down the 10% variation.

If there is anything further, please advise me.

Yours truly,

W. B. CRENSHAW,  
Principal Ass't Engr.

23

PHILADELPHIA, PA., May 9, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry., Knoxville, Tenn.

DEAR SIR: The information in yours of the 7th inst. just received may necessitate a "rapid change" in the electric equipment I am preparing for your Star Photo-Printing Machine which is to operate from a *direct* current supply of *110 volts* in accordance with the statements in my circular, a marked copy of which I send herewith. At the bottom of p. 2 notice that "lamps and motor—are furnished for—110 or 220 volts, *direct current*, and under the Revised Price List notice that they "are furnished for *110 volts* circuit, unless otherwise ordered." Your order of May 1st did not state otherwise, so the Cooper-Hewitt lamps that are to be shipped to you direct from New York and the motor will be of that voltage unless your reply (which please make immediately) advises me that you cannot supply that kind of current. I do not know of a suitable motor to operate on 500 volts direct current, and only the short Cooper-Hewitt tubes have been adapted to alternating current, but if necessary I can make you a special equipment of 4 Cooper-Hewitt lamps in series to operate from a 500 volt D. C. supply and a motor to operate from a different 110 volt A. C. supply. Indeed I shipped last week an outfit with such an equipment to Watertown, N. Y., but the total cost is \$5 greater, and the machine itself (whose value without motor is \$225) is the only part that is regular stock and returnable. Will you therefore please reply at once with explicit statement as to which arrangement you want, and if you desire the motor for alternating current specify whether it has 60 or 125 phases.

24

Very truly yours,

L. F. RONDINELLA.

KNOXVILLE, TENN., May 12, 1906.

Mr. L. F. Rondinella, Mechanical Engineer, 728 Stephen Girard Bldg., Phila., Pa.

DEAR SIR: I have your letter of the 9th relative to making changes in the outfit ordered for this office. As you suggest, I think it would be best to arrange for the 4 Cooper-Hewitt lamps in series, and to use a 110 volt alternating current supply for the motor. I have called on the local electric light company, and they state that their alternating current is 110 volts, 60 cycle, single phase. I think the equipment to which you refer as having been furnished the Watertown, N. Y. party would be about what we would want.

Yours truly,

W. B. CRENSHAW,  
Prin. Ass't Engr.

PHILADELPHIA, PA., May 22, 1906.

Mr. H. W. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knoxville, Tenn.

25 DEAR SIR: On May 10th the Cooper-Hewitt Co. shipped you four lamp tubes. on May 19th I shipped three cases containing the machine support, the tube framework and the electric resistances and ballasts for the tubes; and this morning I shipped the last case containing the Star Photo-Printing Machine to complete the No. 42 Special Outfit in accordance with your order of May 1st and 12th. If your operator *closely follows* the type-written instructions that I send herewith, he should have no trouble in setting up the outfit and in operating the lamps and the machine. After he has become familiar with its use, I shall be glad to know your opinion of it.

Very truly yours,

L. F. RONDINELLA.

728 STEPHEN GIRARD BUILDING,  
PHILADELPHIA, May 22, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knoxville, Tenn., to L. F. Rondinella, Dr.

For your order May 1, as modified May 12, 1906, 1 No. 42  
C-Star Photo-Printing Outfit, with special electric equip-  
ment ..... \$430.00  
Received Payment,

The Western Union Telegraph Company.

KNOXVILLE, TENN., June 7, 1906.

L. F. Rondinella, Mechanical Engineer, 728 Stephen Girard Bldg., Philadelphia, Pa.:

26 Received three cases from Phila one case from New York.  
Resistances are short. Please ship at once by express.

W. B. CRENSHAW.

7:05 p.

The Western Union Telegraph Company.

PHILADELPHIA, PA., June 8, 1906.

W. B. Crenshaw, Pri. Ass't Engr., Southern Ry. Co., Knoxville, Tenn.:

Am tracing resistances shipped May 19, with support and lamp frame when did you receive the latter.

L. F. RONDINELLA.

KNOXVILLE, TENN., June 8, 1906.

Mr. L. F. Rondinella, Mechanical Engineer, 728 Stephen Girard Bldg., Phila., Pa.

DEAR SIR: In setting up the blue print machine shipped by you, we find one of the castings on the inside of the machine broken.

Letter to May 12, 1906, to Mr. Crenshaw, Dr. L. F. Rondinella, Dr. May 22, 1906.

It is the casting on the right hand side (inside) of the case which carries the bearing of the large drum. Will you please have duplicate casting shipped by express.

Confirming my wire of yesterday: Upon unpacking the case containing the instrument we failed to find the resistances which go under the back of the machine. Please ship these also.

Yours truly,

W. B. CRENSHAW,  
*Prin. Ass't Eng.*

27

PHILADELPHIA, PA., June 8, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knoxville, Tenn.

DEAR SIR: Immediately upon receipt of your telegram of 7th inst. I started a tracer for the case containing the Cooper-Hewitt resistances and ballasts, and I have telegraphed you—"Am tracing resistances shipped May 19 with support and lampframe. When did you receive the latter?" The case containing the resistances is about one foot square on the end and three feet long, and was marked and shipped by the same clerk who attended to the largest case containing the Support, and a smaller case containing the lampframe, and at the same time. If you will kindly notify the freight agent at your end of these facts and have Line start a tracer northward, I think we may soon be able to locate and forward the missing case, whose delay I much regret.

Very truly yours,

L. F. RONDINELLA.

KNOXVILLE, TENN., June 10, 1906.

Mr. L. F. Rondinella, 728 Stephen Girard Bldg., Phila., Pa.

DEAR SIR: Your letter of the 8th in regard to resistances short in shipment of one Star Blue-print machine. I am disposed to believe it is an error in packing and not due to a portion of the shipment going astray. The freight bill called for three cases. These  
28 three cases have been received and unpacked. The largest contained the support in six pieces. The second size box contained the printing machine, a small box containing one sixteen and one eight C. P. lamp, motor and attachment plug boxed in one corner. The smallest box contained the lamp frame and five paste-board boxes of ballast.

The four Cooper-Hewitt tubes were in another box, a separate shipment from New York.

When the box containing the printing machine was opened I found that the journal casting at the right or driving end of the large drum was broken. The break was underneath the journal and consequently it will take an entirely new casting. I wrote you in regard to this and trust you will ship it without delay.

I have had the motor coupled up but cannot get it to work when coupled in accordance with your directions, that it when coupled in series with the two lamps, but get about the proper speed when coupled direct, leaving out the lamps, except that the switch at the base of the motor does not change the speed of the motor, it running at the same speed regardless of the position of the switch. I am hav-

ing the motor examined by an electrical concern here. Kindly say if your arrangement of wiring, that is, in series with the lamps is not intended for regular direct current motor and not suitable for the alternating current motor shipped with this machine.

I would be glad to have you suggest some further means of changing the speed of the motor in addition to the switch in the base.

Yours truly,

W. B. CRENSHAW,  
Prin. Ass't Engr.

29

PHILADELPHIA, PA., June 11, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knoxville, Tenn.

DEAR SIR: I regret to learn by yours of the 8th inst. (just received) that the right hand bearing-frame of the Star Photo-Printing Machine was broken in transit, and I will send you<sup>6</sup> by express to-day a new pair of bearing frames as it is essential (to insure parallelism in the axes of the drum and rollers) that these bearings be drilled and mounted in pairs. Please have your machinist remove the present bearing-frames and insert the new ones in accordance with the following instructions, so that he may not spoil the transparent cover nor throw it out of adjustment on the drum.

Remove the aluminum rods and the wooden partition strips. Remove caps of main bearings, and don't mix them. Place driving-spindle with its latch between notches, so that its inside pinion is out of gear. By turning the bottom tin roller by hand, loosen the feed apron sufficiently to remove the upper steel roller by drawing it out endwise over the side of the casing. Put a clean piece of paper on the (smooth) floor for it to rest upon, in front of the casing, and then (with a helper) remove the drum, being careful not to let the tracing-cloth cover work loose or slip endwise, pulling as much slack as necessary from the part on the tin roller. Then remove the tin roller, and wind up the cloth on it, so as to lay it beside the drum, and block them both to prevent their rolling. Replace the caps on

the main bearings, and remove both entire bearing-frames  
30 from the two ends of the casing. Insert the two new bearing frames, being careful to locate them exactly in accordance with the 3 dimensions marked by red pencil on the blueprint herewith. Test the steel roller in the bearings next to front of casing, and the rods in the two other upper pairs to see that they fit and run free, and file off the ends of the bosses if they bind. Remove them again when O. K. Then (after lubricating all the bearings) insert the tin roller and then the drum and see that the gears mesh properly. Then through the loop of tracing cloth above the tin roller, replace the steel roller, and wind the cloth straight and tight on the tin roller.

If you will send me by express, c/o Pedrick & Smith, 245 Church Lane, Germantown, Phila. the two bearing frames that you remove from your machine, I would like to see where the break occurred, and I may be able to use the unbroken one, and allow you for the same.

I wrote you on the 8th inst. about the missing resistances, and hope you will telegraph me as soon as they arrive.

Yours truly,

L. F. RONDINELLA.

PHILADELPHIA, PA., *June 12, 1906.*

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knoxville, Tenn.

DEAR SIR: Answering yours of the 10th inst. If you will kindly read again my letter of May 22nd, you will find that the missing resistances were in one of the three cases shipped you on May 19th, while the Star Photo-Printing Machine and motor were in a fourth case that I shipped you on May 22nd. The C. H. tubes were in a fifth case shipped May 10th from New York. The support was completely assembled with the two resistances, five ballasts and the tube frame in place and connections made, and then taken apart and packed in the same shop; so I am quite positive that the resistances were shipped as stated, and I hope that you may have them by this time.

The new pair of bearing frames were sent yesterday by express as I advised you in my letter with instructions for inserting them.

The typewritten instructions that I mailed you on May 22nd are prepared for our standard outfits which (as stated in the circular) operate on direct current, and I meant to make all necessary modifications in them to apply to your alternating current. I must apologize then for having overlooked the matter of incandescent lamp resistances, which were a part of the standard machine that you were entitled to and they were packed as usual, but they are not to be used with the alternating current motor which should be connected direct from the binding posts under its base to a receptacle in your 110 volt, 60 cycle A. C. supply. If your current has this voltage and frequently the motor switch should give five different speeds; and when meshing with the gears of the machine the drum-speeds for forward and return printing are different for each motor speed, so that by combination twenty-five different printing speeds are possible. If your electrician does not discover the trouble with motor speeds, and your current is as specified, will you please send particulars to the nearest agency of the General Electric Company at Nashville, Tenn.

Yours truly,

L. F. RONDINELLA.

KNOXVILLE, TENN., *June 19, 1906.*

Mr. L. F. Rondinella, Mechanical Engineer, 728 Stephen Girard Bldg., Phila., Pa.

DEAR SIR: Referring to resistance for the Star Photo-Printing Machine shipped us on May 19th, we have as yet been unable to locate the same, although we have had tracers issued and local warehouse searched. To avoid further delay, I would thank you to have duplicate set shipped to me by express, with the understanding that when the missing set is found, it will be returned to you at our expense. Everything is in readiness to starting machine as soon as the resistances are supplied. Kindly give this your attention and oblige,

Yours truly,

W. B. CRENSHAW,  
*Prin. Ass't Eng.*

PHILADELPHIA, PA., *June 22, 1906.*

Mr. W. B. Crenshaw, Southern Ry. Co.

DEAR SIR: In accordance with request in yours of the 19th inst. I have ordered a duplicate pair of resistances to be shipped you by express to-day, and I trust that you may receive them promptly, and get your blueprinting outfit in working order without further mishap. Should you first locate the missing box, will you please have it returned to me c/o Cooper-Hewitt Electric Co., 124 South 8th St., Philadelphia, Pa.

Yours truly,

L. F. RONDINELLA.

MAGNOLIA, MASS., *July 7th, 1906.*

Mr. W. B. Crenshaw, Prin. Ass't Eng'r, Southern Ry. Co., Knoxville, Tenn.

DEAR SIR: Copy of yours of July 3rd, to the Cooper Hewitt Co. has just reached me here (where I am spending part of my vacation) together with their reply of the 5th inst. I am surprised to learn that two of their tubes were imperfect, and in order that I may have a complete record, would like you to send me a copy of your earlier letter to them as referred to in yours of the 3rd. The Phila. freight agent advises me that the missing case containing the first two resistances has now been delivered to you, and I would like you to inform me if this is true, if you have returned them to the C. H. Co. or what you have learned about them. I should also like to know what reason you discovered for the motor at first running at only one speed.

Sincerely hoping that before the receipt of this your outfit will be in satisfactory operation, and awaiting your information to the above address, I am,

Very truly yours,

L. F. RONDINELLA.

(Enclosed.)

JULY 3, 1906.

Messrs. Cooper-Hewitt Co., Philadelphia, Pa.

DEAR SIR: We have just installed a Star Photo-Printing Machine manufactured by L. F. Rondinella, of Philadelphia, Pa., which machine is fitted with 4 Cooper-Hewitt lamps. One of these tubes was broken when the shipment was received from you, and it was to all appearances defective when packed, as explained to you. I wrote you several days ago asking that another tube be sent to replace this, and to-day received this duplicate tube. When the electricians mounted these four tubes they found that one of them was imperfect in that the inside was rough, which roughness caused the column of mercury to break when we endeavored to start the machine, and prevented the forming of a complete circuit. We have had the local electric light company's engineer examine the outfit and he advises us that this is the only reason the lamps will not work.



Will you please send us a perfect tube and advise us what you wish done with the imperfect one to which we have referred.

Yours truly,

\_\_\_\_\_  
*Prin. Ass't Eng'r.*

Copy to L. F. Rondinella, Phila., Pa.

(*Answer.*)

JULY 5, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Eng'r, Southern Ry. Co., Knoxville, Tenn.

DEAR SIR: We have your favor of the 3rd inst. and note contents. We are requesting our Factory to ship you at once a tube to replace the imperfect one. Will you kindly have this imperfect tube carefully packed and forwarded direct to our factory at 220 West 35 29th Street, New York. All tubes are supposed to be carefully inspected before shipping. Some one has evidently been careless in this case.

Yours very truly,

COOPER-HEWITT ELECTRIC COMPANY,  
EUGENE D. HAYS, *Dist. Sales Mgr.*

KNOXVILLE, TENN., *July 10, 1906.*

Mr. L. F. Rondinella, M. E., 728 Stephen Girard Bldg., Phila., Pa.

DEAR SIR: We have just received from the Cooper-Hewitt people the tube to replace the imperfect one relative to which we wrote them, copy of which was sent you. After this tube was placed in position we endeavored to light up the machine in accordance with directions and succeeded in doing so, the light appearing in all four tubes. The lamps burned for a period of about twenty seconds and went out. We looked the machine over thoroughly to determine a cause for this and found in one of the ballast lamps that the film had fused and in a second ballast lamp the filament had begun to melt forming small lumps or balls on the filament. The electrician whom we employed to set up the electrical part of the machine stated that it was no doubt due to the fact that there was not sufficient resistance. Thinking that this might be a correct assumption, it occurred to me that in sending the set of resistances to take the place of those that were lost, the factory sent a set such as you use when using the regular type of machine which would not be suitable for operating an outfit like the one furnished us which has the four lamps in series. I examined the resistances and found them marked 110 volts. As you know the voltage we 36 are obliged to use is 500 volts.

I wish you would advise me as soon as possible what ought to be done. I do not think that any of the electrical people in this city are familiar enough with the apparatus to render a positive opinion as to what is really wrong.

Yours truly,

W. B. CRENSHAW,  
*Prin. Ass't Engr.*

MAGNOLIA, MASS., July 21, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knoxville, Tenn.:

Kindly let me hear from you in answer to mine of the 7th inst.  
Yours truly, L. F. RONDINELLA.

KNOXVILLE, TENN., July 20, 1906.

Mr. L. F. Rondinella, Magnolia, Mass.

DEAR SIR: On July 10th I wrote you relative to further mishaps to the Photo Printing Machine which you furnished us, copy of which I attach herewith. As I have had no reply from you, I assume that the letter miscarried. We are badly in need of a machine of this kind, and I would thank you to hurry the information asked for.

As per your request of the 7th I am handing you copy of my letter of June 27th to the Cooper Hewitt Co. relative to the failure of their lamps.

Yours truly,

W. B. CRENSHAW,  
Prin. Ass't Engr.

37

(Enclosed.)

JUNE 27, 1906.

Messrs. Cooper-Hewitt Co., 124 South 8th St., Phila., Pa.

DEAR SIR: I received, as part of a photo-printing machine manufactured by L. F. Rondinella, Philadelphia, four Cooper-Hewitt lamps. Upon opening the case one lamp bearing No. 19542 was found to be broken and all the mercury lost. From appearances this tube must have been broken or defective before packing. The break consists of two holes about  $\frac{3}{8}$ " in diameter at the smaller end. The edges of these holes have the appearance of having been heated in a flame as they are blackened. I have this date wired you for lamp to replace this one, and trust you have shipped it.

The other lamps were in good condition, and were packed in every way similar to the broken one. The packing of this latter one had not been disturbed in any way.

If you so desire, we will return the broken tube to you. Please advise.

Yours truly,

\_\_\_\_\_  
Prin. Ass't Engr.

MAGNOLIA, MASS., July 23, 1907.

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knoxville, Tenn.

DEAR SIR: I have just received yours of the 20th inst. with the two copies of other letters therein referred to. Your original letter of July 10th was not forwarded with my other mail from Philadelphia, and has doubtless miscarried. Especially under these  
38 circumstances I regret that you did not follow your previous practice (as requested in my typewritten "instructions") of communicating your lamp troubles directly to the Cooper-Hewitt Co.,

and I have already forwarded a copy of your letter to them with a request that they immediately send you perfect ballast-lamps to replace the damaged ones, and a full explanation of the cause of the trouble and how to avoid it in the future. As I have sold only one other Cooper-Hewitt outfit to operate at 500 volts in connection with my Star Photo-Printing Machine, I have not sufficient experience with your conditions to express an opinion.

Will you please let me have your replies to the other questions in mine of the 7th inst.

Yours truly,

L. F. RONDINELLA.

KNOXVILLE, TENN., *July 25, 1906.*

Mr. L. F. Rondinella, M. E., 728 Stephen Girard Bldg., Phila., Pa.

DEAR SIR: I have your letter of the 23rd in answer to my letter of the 20th and beg to state in answer to your inquiry of the 7th, as to our receiving the original set of resistances shipped with the machine, that these resistances have never been received, and the information given you by the agent at Philadelphia is in error owing to misunderstanding. When the original shipment of outfit was received it was billed "three" cases. Only two of these cases were received and we notified the local freight agent of the shortage. The following day we received the fourth case which you shipped us, and being under the impression that this was the missing case, we

39 notified the agent to that effect, thinking that this completed the shipment. We did not know that there was a case missing until we received your letter advising us that four cases in all had been shipped. We then took the matter up with the local agent, and have been trying to locate the missing case.

Yours truly,

W. B. CRENSHAW,  
*Prin. Ass't Engr.*

KNOXVILLE, TENN., *August 1, 1906.*

Mr. L. F. Rondinella, M. E., Philadelphia, Pa.

DEAR SIR: I hand you herewith communication from Cooper-Hewitt people with diagram for the wiring of their lamps in connection with your blue print machine. I also hand you copy of your pencil drawing which was attached to instructions for installing and operating your blue print machine with their lamps. It is now over two months since the blue print machine was received. We have reported defects to you from time to time, and there seems to be no prospect of getting the machine in shape. Please say if you desire me to box up the machine and return it to you, or whether you will take some steps to put it in working order.

Yours truly,

W. B. CRENSHAW,  
*Prin. Ass't Engr.*

(Enclosed.)

PHILA., PA., July 7, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knoxville,  
Tenn.

40 DEAR SIR: Enclosed please find copy of our G. O. # 7677  
also blue-print showing connection of lamps on 500 volts  
series.

Yours very truly,

COOPER-HEWITT ELECTRIC COMPANY,  
EUGENE D. HAYS, *Dist. Sales Mgr.*

E. D. H/H.

WHITEFIELD, N. H., Aug. 4, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Engr., Southern Ry. Co., Knox-  
ville, Tenn.

DEAR SIR: Yours of the 1st inst. with its enclosures has just reached me, and I am surprised that you did not first submit the blue-print (which shows the Cooper-Hewitt Company's general arrangement of parts in a 500 volt circuit) and my drawing (which shows the special arrangement used in connection with the Star Photo-Printing Machine) to one of your associates having a knowledge of elementary electricity, who would have informed you that the order in which the parts are arranged "in series" (or one after another) makes no electrical difference, and can be fixed by the engineer so as to make what he considers the most symmetrical or compact distribution of the parts in the support that carries them. Mr. Hays' purpose in sending you the blue print probably was to impress upon your electrician the necessity of properly connecting the plus and minus wires of your supply, which is however clearly shown in the diagram accompanying the directions for the Star Photo-Printing Machine. By following those directions and the two page letter of explanation which Mr. Hays sent you earlier on July 30 (?), you should have no trouble in operating the lighting outfit, as soon as the Cooper-Hewitt Com-  
pany has replaced their defective parts by perfect ones, which  
41 I presume it has now done.

While I regret sincerely the unusual number of accidents which has delayed the operation of your blue printing outfit, a review of our correspondence will show that I have given prompt attention to all your complaints; and a moment's thought should convince you that I too am anxious to make the machine operative not only that you may be satisfied but for the more selfish reason that I may have it accepted and paid for as soon as possible. I am surprised therefore at your question as to whether I "will take some steps to put it in working order," to which you already have sufficient answer. If you wish to send back the returnable part of the outfit, let me know and I will send directions for shipping it to my store room; but if I were you, having waited so long, I should put it in operation before reaching such a decision.

Very truly yours,

L. F. RONDINELLA.

PHILADELPHIA, PA., *Aug. 24, 1906.*

Mr. W. B. Crenshaw, Prin. Ass't Eng'r, Southern Ry. Co., Knoxville, Tenn.

DEAR SIR: After writing you on August 4 in answer to yours of Aug. 1, I noticed on the enclosed letter from Cooper Hewitt Company your note that the two extra ballasts they shipped you on July 25th had not been received, and I at once wrote requesting them to ship you another pair and to trace the missing ones. They have notified me that the second pair was sent you via American Express on August 7th and that Adams Express Company has since advised them that the first pair was delivered to the Southern Ry. Co. on July 27th. Will you therefore please let me know whether you have received these two pairs of ballasts, and if so kindly return one pair to Cooper Hewitt Elec. Co., 124 S. 8th St., Phila., Pa., and so advise me.

In my letter to you dated June 11th I advised you that a new pair of Bearing framed for my machine was that day expressed you, and requested you to express the original pair to me c/o Pedrick & Smith, 245 Church Land, Germantown, Philadelphia. They have just advised me that these have never been received, and I therefore enclose you a bill for the second pair at cost. If you still have the first pair, however, and will return it at once as above, I shall be pleased to deduct one-half of this bill if the unbroken frame is in good order. When you advise me of this, will you also kindly let me know whether your Star Photo-Printing outfit is now working satisfactorily.

Yours truly,

L. F. RONDINELLA.

(Enclosed.)

728 STEPHEN GIRARD BLDG.,  
PHILADELPHIA, *Aug. 24, 1906.*

Southern Railway Company, Knoxville, Tenn., to L. F. Rondinella,  
Dr.

For extra pair of Bearing Frames for Star Photo-Printing Machine,  
shipped June 11 via Adams Exp. Co. .... \$12.00  
Received Payment, \_\_\_\_\_.

KNOXVILLE, TENN., *Aug. 31, 1906.*

Mr. L. F. Rondinella, Mechanical Engineer, 728 Stephen Girard Building, Philadelphia, Pa.

DEAR SIR: I am in receipt of your letter making enquiry as to the satisfaction the blue print machine which you shipped us is giving. As you know, we had considerable trouble in getting the machine started. For a period of about a week, it worked fairly well, although at times the light failed. On Saturday last it failed totally, and we have been unable to use it since. The conditions under which it had been working have not been changed,

but we are unable to get a constant light from the Cooper-Hewitt tubes. In attempting to start the tubes all we can get is a flash, some times in all of the tubes, and at other times only in one or two of them. One of the tubes is somewhat blackened on the inside surface. We have consulted with the electric light company's engineers and also the company who did the wiring and installing for us. None of these people claim to know anything about Cooper-Hewitt lamps in direct circuit, and we have been unable to find any one who could state positively what is the trouble with the lighting outfit. There are a number of Cooper-Hewitt lamps in this town, but they are all operated on an alternating circuit. The current from which we get the supply for the Cooper-Hewitt lamps is the ones which is used for motor service and is not at all uniform. The electric light people are of the opinion that we will never be able to operate these lamps successfully on this circuit. They admit that it is not uniform and is likely to grow worse rather than better.

In my opinion there are two ways out of the difficulty: For you to send us a responsible man to go over the machine and the lighting apparatus and put it in proper shape to do the work if this is possible under the existing conditions. Our Washington office is now using an electrical blue printing machine which makes use of two Cooper-Hewitt lamps. I do not know the conditions of the current there, but they have been operating this machine  
 44 successfully since its installment. The people from whom they purchased the machine put it up and operated it for a period of a month. This seems to me the best way out of the difficulty. If you can send such a man, I can furnish him with transportation from Washington to Knoxville and return and will request Mr. Wells, engineer of construction, Southern Ry., 1300 Pa. Ave., Washington to grant him this transportation upon presentation of this letter.

If the conditions existing are such that we cannot successfully operate the Cooper-Hewitt lamps, is it possible to supply some other means of furnishing light which would be more satisfactory?

I would be glad if you would let me hear from you promptly as we are sorely handicapped for want of a machine to do the work.

If you can not see any way out of the difficulty, we will be obliged to call the trade off and return the outfit to you. I trust, however, that you will be able to help us out so that we can get to work shortly.

Yours truly,

W. B. CRENSHAW,  
*Prin. Ass't Eng'r.*

SEPTEMBER 3, 1906.

Mr. W. B. Chenshaw, Prin. Ass't Eng'r, Southern Railway Co.

DEAR SIR: I have yours of August 31, answering one of the three inquiries in mine of August 24. You seem to expect prompter and more careful attention to your letters than you accord mine. I would respectfully remind you:—

45 1st. That your order for the Star Photo-Printing Outfit was placed with the distinct understanding that the special

electric equipment you desired was sold on the published guarantees of the Cooper-Hewitt Electric Co. for the lamps, and of the General Electric Company for the motor; that this electric equipment was not returnable to me, and payment for it amounting to \$205. has therefore been due me since you received it in full more than two months ago.

2nd. That the trials which you made more than two weeks ago, proved that the Machine proper was all right; that I waited not thirty days only, but more than two months for you to make these trials with your electric lighting equipment, although you could have tested the machine by sunlight during all that time. It is therefore no longer returnable, and payment for it amounting to \$225 is more than fifteen days over due.

3rd. Payment for an additional pair of bearing frames amounting to \$12. has been due since you received them about June 15, although I did not send bill for them till August 24, giving you the opportunity (which is still open) to return the original pair of frames and to receive a credit of \$6. if one of the frames is perfect.

If you will kindly answer the two remaining inquiries in mine of August 24 and send remittance in accordance with my statement of September 1st, I will be at least as prompt in advising you about the possibility of regulating your current and in assisting you to have the Cooper Hewitt Company make good its guarantee.

Trusting that you will see the justice of my position in this matter, I am,

Very truly yours,

L. F. RONDINELLA.

46

KNOXVILLE, TENN., Sept. 10, 1906.

Mr. L. F. Rondinella, 728 Stephen Girard Bldg., Phila., Pa.

DEAR SIR: I am in receipt of your letter of the 3rd inst. In reply to inquiries in your letter of the 24th ult., the duplicate pair of ballasts referred to have never been received, your advice from the Express Co. notwithstanding. As to the bearing frames shipped to replace the broken ones, when we lifted the drum from the bearings we found the left hand frame broken as well. If you wish these returned to you I will do so upon advise to that effect.

Referring to the balance of your letter of the 3rd relative to payment, we did not order a part of this machine from the General Electric Company, a part from the Cooper-Hewitt Co. and part from you, but order- from you your No. 42 Outfit as advertised in your descriptive circular and price list with such modifications as the local current supply demanded. You state that we could have tested part of the machine by sunlight and proved whether or not it would be satisfactory. We already possess facilities for making prints by sunlight and therefore had no occasion to order apparatus for that kind of work. My order was for an *electric blue-printing* machine, the sale to be subject to my approval. The machine thus far has not proven satisfactory in that it cannot be depended to do its work. We have handled it carefully and in accordance with your directions. The fact that we have gone to considerable expense installing the machine and endeavoring to get it to work properly is in itself,



to any fair minded man, evidence enough of good faith on our part  
 47 to give the machine a fair trial, and that we were not merely  
 experimenting. It therefore lies with you to place it in  
 working order so that it can be depended upon or advise me  
 to the contrary, in which latter event, I will have it boxed up and  
 returned to you.

Please advise me what you propose to do.

Yours truly,

W. B. CRENSHAW,

*Prin. Ass't Eng'r.*

SEPTEMBER 14, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Eng'r, Southern Railway Co.,  
 Knoxville, Tenn.

DEAR SIR: Yours of the 10th inst. has been duly received and  
 carefully noted. While it is true that your original order of May  
 1st was for a "No. 42 Outfit as advertised in my descriptive circular  
 and price list" it is also true that the circular (See marked copy  
 herewith) described an electric equipment to operate on a "system  
 carrying 110 or 220 volts, direct current";—that in answer to my  
 inquiry as to which voltage, you stated on May 7 that your only  
 available circuits were one carrying direct current of 500 volts with  
 a 10% variation that would soon be cut down by the installation of  
 new apparatus, and one carrying alternating current of 110 volts,—  
 that I therefore informed you on May 9 that these conditions would  
 require a special arrangement of the Support and Cooper-Hewitt  
 lamps, and a special A. C. motor, which would make the Outfit cost  
 \$5. more than the list price, and that the *Machine only would be*  
*returnable* within 30 days at \$225. These modifications were or-  
 48 dered by you on May 13 with the above understanding as to your  
 obligation to keep the electric equipment (which has op-  
 erated satisfactorily for another customer of mine) and I  
 reminded you on August 4 that you could then send back  
 the returnable part of the Outfit,—the Machine without the motor.  
 The long delay (equally annoying to both you and me) before you  
*got the Machine in working order about a month ago* (as evidenced  
 by yours of August 31) was due to unusual breakage and loss in  
 transit (over which I had no control) and to unprecedented failures  
 in the Cooper-Hewitt apparatus, some of which may have been due  
 to the lately acknowledged irregularities in your electric current; and  
 this delay was in no wise owing to lack of effort on my part to have  
 the defects promptly remedied. I have sent a copy of your letter of  
 August 31 to the Cooper-Hewitt Company who will doubtless give  
 the matter prompt and courteous attention, and will probably permit  
 you to return undamaged tubes, ballasts and resistances if your cur-  
 rent proves too irregular to operate them properly. I am unwilling  
 under the above circumstances, to do anything further in the matter  
 until my account is settled when I shall be pleased at your request  
 to suggest other forms of electric light that may be better adapted to  
 your difficult conditions.

Yours truly,

L. F. RONDINELLA,



PHILADELPHIA, PA., Oct. 18, 1906.

W. B. Crenshaw, Prin. Ass't Eng'r, Southern Railway Co.

DEAR SIR: Will you kindly let me know whether the special lighting equipment for your Star Photo Printing Machine has been corrected by the Cooper-Hewitt Electric Company, and when may I expect settlement of my account now long overdue? The

49 courtesy of a prompt and definite reply will be appreciated.

Yours truly, L. F. RONDINELLA.

KNOXVILLE, TENN., Oct. 22, 1906.

Mr. L. F. Rondinella, M. E., 728 Stephen Girard Bldg., Philadelphia, Pa.

DEAR SIR: I have your letter of the 18th.

My chief clerk, Mr. Schwed, who has charge of this matter is out of town. As soon as he returns this will be taken up and if everything is satisfactory according to contract, will voucher your account at once.

Yours truly,

W. B. CRENSHAW,  
Principal Ass't Engineer.

PHILADELPHIA, PA., Nov. 10, 1906.

Mr. W. B. Crenshaw, Prin. Ass't Eng'r, Southern Railway Company.

DEAR SIR: Thanks for your prompt reply to my letter of October 18th. As three weeks have passed since then, I presume your

50 Mr. Schwed has returned, and would ask for prompt information as to when I will receive settlement of my account. If it is not soon paid, I shall resort to legal process for collection.

Yours truly, L. F. RONDINELLA.

KNOXVILLE, TENN., Nov. 10, 1906.

Mr. L. F. Rondinella, M. E., 728 Stephen Girard Bldg., Philadelphia, Pa.

DEAR SIR: In reply to your letter of enquiry as to what success we are meeting with the electric blue print machine you furnished, would say, that although we have had this machine since the latter part of May, we have only been able so far to use it about three weeks, but from what use we have had of it, we are convinced that the machine does not fulfil the requirements.

Mr. Hays, representing the Cooper-Hewitt Co., at your request, called upon us some time ago to determine if possible, the cause of all our trouble. As a precautionary measure, he had shipped an extra tube so that in the event he found the trouble to be with the tubes, he would have this extra tube on hand. This extra tube, unfortunately, was of another type and he was unable to see the machine in operation. He made a careful examination and

51 told us that electrical connection and adjustments were properly made, from what we told him of the action of the machine while in operation, and thought we would have no further

trouble. In the meantime, we ordered as a protection against delay due to any imperfections in the tubes, a couple of tubes and two ballasts from the Cooper-Hewitt Company. After these had arrived and we had gotten the machine started again, several defects in the machine developed which we feel are sufficient to show we are justified in saying that the machine does not fill the bill.

Most of the blue prints we make in this office are long and narrow being about 15 inches in width. In winding the tracing and sensitive paper around the drum, as the machine does, the pull caused by the break is resisted by that portion of the transparent bolt which is directly over the tracing while outside of this strip, that is, towards the ends of the drum, it is more or less slack. This tends to stretch the middle of the transparent bolt, to such an extent that although the edges of the plate are kept taut by the action of the break, the centre of the bolt remains quite slack. This tendency is already in evidence and cannot but increase the longer the machine is used. You can readily see that in time this condition would render it impossible to provide perfect contact between the tracing cloth and the sensitive paper.

Another defect in the machine is the absence of suitable mechanism to alter the speed of the drum. Our prints are made from tracings on linen cloth and transparent profile paper, the latter being denser of course, requires longer exposure and in order to get  
52 prints from profiles that would be at all acceptable we have tried running it in and out twice. But we failed to get any results as after the first five feet had passed into the machine the second time the lines on the tracing began to creep away, laterally from the lines on the sensitive paper resulting from the first exposure thus causing a double print. For this reason, it is impossible to get a print in this manner from the tracing more than about five feet long.

The winding of successive laps on the drum is further objectionable from the fact that unless the tracing and sensitive paper are fed in at exactly right angles to the central axis of the drum, the successive laps of paper do not cover those preceding, making possible a second exposure along the edges and thus producing an unsightly print. It is well nigh impossible to get a tracing started properly in spite of the fact that they unroll from parallel cylinders. You can readily see that this latter defect would be almost sure to develop in every long print. After we had been running the machine about two weeks it failed again and upon examination we found that another one of the tubes had gone bad. There is only one way we can account for the unusual number of failures of these tubes and the manner in which they fail and that is in the somewhat crude mechanism employed in starting the light (I refer to the manner of lowering the cradle into the cast iron rests on either side of  
the machine). We have been very careful in this particular

53 but have been unable to avoid jarring the cradle when lowering it into place. The writer while instructing the blue print man in the use of the machine noticed this, and cautioned the man to be careful to see that the cradle was well seated before relax-

ing entirely his hold upon the rope; but several times (after testing to see that it was properly seated) the cradle slipped into place after it was thought that it was properly seated. I can but feel that this has had much to do with our lamp troubles.

Under the circumstances, we do not feel that the machine meets our requirements, and I have, therefore, had it carefully packed, and am returning it to you today all charges prepaid.

I am returning the lamps to the Cooper-Hewitt Co. from whom we received them.

Thanking you for what trouble we may have put you to, and regretting our inability to make use of the machine, I am,

Yours truly,

W. B. CRENSHAW,  
*Prin. Ass't Eng'r.*

54 The plaintiff further to maintain the issues on his part joined, after being first duly sworn testified in substance, as follows:

That he was a mechanical engineer residing in the City of Philadelphia, State of Pennsylvania and was an instructor of drawing in the Manual Training High School and also the inventor and manufacturer of the Star Electric Photo-printing Machine, which he had manufactured and sold for about four years. Witness then identified a circular and price list, produced by the defendant on the hearing, upon a notice to produce the same given by the plaintiff, as the one enclosed in his letter of February 12, 1906, to Mr. Crenshaw, the resident engineer of the defendant at Knoxville, Tenn. and the same was read to the jury. A true and accurate copy of said circular is attached hereto, made a part hereof, and marked "Plaintiff's Exhibit No. 1." Further testifying the plaintiff stated that the transaction with the Southern Railway Company giving rise to this suit, was conducted wholly by correspondence and that he had personally never seen or talked with any of the agents or officers of the defendant with respect thereto. The witness then described the said Star Photo-Printing Machine and the accessories thereto, substantially as the same are described in said circular, and stated that the chief purpose of said machine was for the making of long blue prints in one piece. That the No. 42 outfit consisted of the printing machine, a motor to drive it, by means of an electric current, and four Cooper-Hewitt lamps or tubes, together with certain castings, bearing frames, and reflectors for the lamps. Witness also testified that he personally saw operated the Star Photo-Printing Machine which was shipped to the defendant's resident engineer at Knoxville,

55 Tenn., before its shipment, in the machine shop in which it was made, in Germantown, Pennsylvania, and that it was then in perfect condition, there being no defects therein; the bearings claimed by the defendant to have been broken when received were at that time in perfect order so far as could be seen, but that possibly some defect which could not be discovered, such as blow holes, might have existed in the castings, in which event he would have furnished new bearings without cost to the defendant, if the old ones had been returned to him. Witness also testified that he did not manufacture any part of the special outfit shipped to the defendant except the

machine itself; that he purchased the motor shipped to the defendant from the General Electric Company and paid that company for the same, and that he purchased the remainder of the electrical outfit, including the lamps, from the Cooper-Hewitt Company and paid that company for the same; that the machine was shipped back to him by the defendant's agent, Mr. Crenshaw in November, 1906, as stated in Mr. Crenshaw's letter of November 10, 1906, but he refused to receive the same; that the resistances mentioned in the foregoing correspondence as having been lost in transit were never found, nor were they ever returned.

On cross-examination witness said that he had been for many years professor of constructive drawing in the Central Manual Training School, Philadelphia, and had been a mechanical engineer since 1886. He was also an inventor, and sells his machine; that he advertises and sells a machine alone with its motor, or a complete outfit. That Mr. Crenshaw requested him in one of the letters to send a representative to Knoxville to fix the machine, and witness forwarded

his letter to the Cooper-Hewitt Company as the trouble was not  
56 in the machine but in the lighting outfit, and the Cooper-

Hewitt Company sent a man to Knoxville. That he stated in his circular that he would furnish Cooper-Hewitt lamps, but he did not make them. That he ordered the lamps on his own account, and paid for them on his own account and they were shipped from New York by the Cooper-Hewitt Company to the defendant. The lamps were sold by him to Mr. Crenshaw. That he did not send Crenshaw entire outfit No. 42, as described in the circular, because as explained in the correspondence, he had to make certain changes on account of the character of the current to be used. Shipments of the outfit were begun on May 19th, but the Cooper-Hewitt tubes were shipped on May 10th, as witness knew that whether Crenshaw wanted 110 or 220 volts, as specified in the circular, he would need the four Cooper-Hewitt tubes, and accordingly he ordered shipment of these tubes direct from the factory of the Cooper-Hewitt Company. That after his attention had been called, through the correspondence to the defect in the lamps he requested the Cooper-Hewitt people to replace any defective material which they had furnished with perfect material. That he bought the motor from the General Electric Company, but he manufactured the printing machine himself. That he was advised that one of the bearing frames or castings was broken when the machine reached Knoxville, and was subsequently advised that the left hand one was also broken. That the castings are a part of the outfit for which he was personally responsible, and that he had that work done at a foundry. That he did not personally see the machine shipped or loaded; he trusted that to the clerk; that he does not know what condition the shipment was in when loaded  
57 at Philadelphia; that he did not know anything about it after it was sent to the station. That he ordered the motor from the General Electric Company and paid for it himself.

The plaintiff here rested, the foregoing being in substance all of the testimony offered and given in his behalf in support of the issues on his part joined.

Thereupon the defendant by its counsel moved the Court to direct



# STAR PHOTO-PRINTING MACHINE

Patented  
March 19, 1901

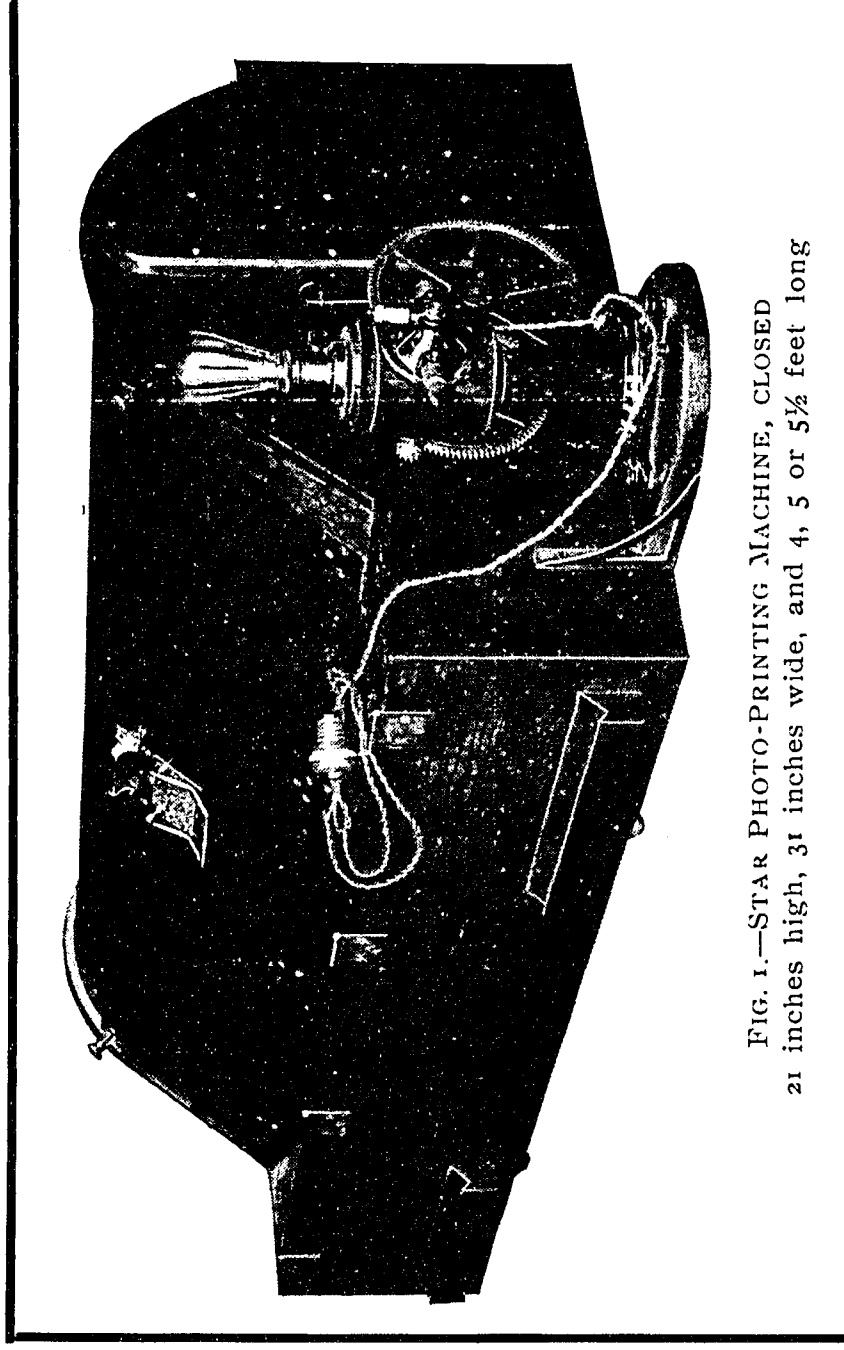


FIG. 1.—STAR PHOTO-PRINTING MACHINE, CLOSED  
21 inches high, 31 inches wide, and 4, 5 or 5½ feet long

FOR AUTOMATICALLY PRODUCING ONE-PIECE PRINTS OF ANY SIZE  
FROM TRACINGS OR FLEXIBLE NEGATIVES, BY SUN OR ELECTRIC LIGHT

For Sale by the Inventor and Manufacturer

L. F. RONDINELLA, M. E.

728 Stephen Girard Building, Philadelphia

AND BY HIS LOCAL AGENTS

# The Star Photo-Printing Machine

is a fully developed apparatus for making photographic reproductions of engineering and architectural drawings, flexible negatives, etc. in one piece, of any length up to seventy feet, and of any width up to thirty, forty-two, or forty-eight inches, depending upon the size of the machine. It is operated by a small electric motor attached to the machine, and the printing can be done in open-air by sun-light, or indoors by electric light. For producing long prints, or for making several small prints at one time, it is mechanically superior to other forms of apparatus for the following reasons:—

1. There is no glass or celluloid about the Star Machine, nor anything that is easy to break or burn and expensive to replace.

2. The largest and variable dimension of the Star Machine is dependent upon the maximum width of print desired; and it is so compact that a machine of any size can be exposed on a track through a window-opening two feet high by three feet wide, for making long prints by sun-light; while for electric printing a reflector only sixteen inches wide is used with it.

3. Several small tracings or negatives can be arranged in the Star Machine more quickly than with a printing-frame or glass cylinder, for they will not slide nor drop out of position, even when the sensitized material is rolled.

4. The Star Machine has no separate sheet of felt, and no heavy back-board to be clamped; nor is it swung through 90° or 180 degrees in inserting and removing the materials, and making the exposure.

5. In the Star Machine, a roll of sensitive paper, and the roll of long tracing or negative are each carried on a roller inside of its casing, without any danger of being damaged; the print is made in one piece by continuous exposure, and when developed it shows a color-uniformity and a line-continuity that are otherwise unattainable. There is great saving of time over the method of printing in successive sections, especially if these must be pasted together afterward.

6. The self-contained Support furnished with the Star Machine for electric-printing is equipped with enclosed-arc lamps of unusual compactness and efficiency, and with a reflector-hood embodying a new application of a mathematical principle, whereby the reflected actinic rays are all of equal length and normal to the curved printing surface. When the machine is in place in this Support, and the reflector-hood and lamps are lowered into position over its drum, the arcs are nearer to the printing surface than is possible with safety where glass or celluloid is used; and these features combine to produce electric prints more rapidly and evenly in the Star Machine than in any other apparatus using the same amount of current.

7. The driving-power in the Star Machine is transmitted direct from the motor without the use of belts or countershafts; and with the switch contained in the motor-base giving three speeds for the forward and three different speeds for the return feed, nine different durations of exposure are obtained and may be multiplied by changing the incandescent-lamp-resistance at the top of the motor, without the use of an external rheostat or cone-pulleys.

The first cost of the Star Photo-Printing Machine is less than for glass-cylinder machines capable of making prints only seven feet long, and its scope is ten times as great. It costs less than other continuous machines, and occupies less floor space.

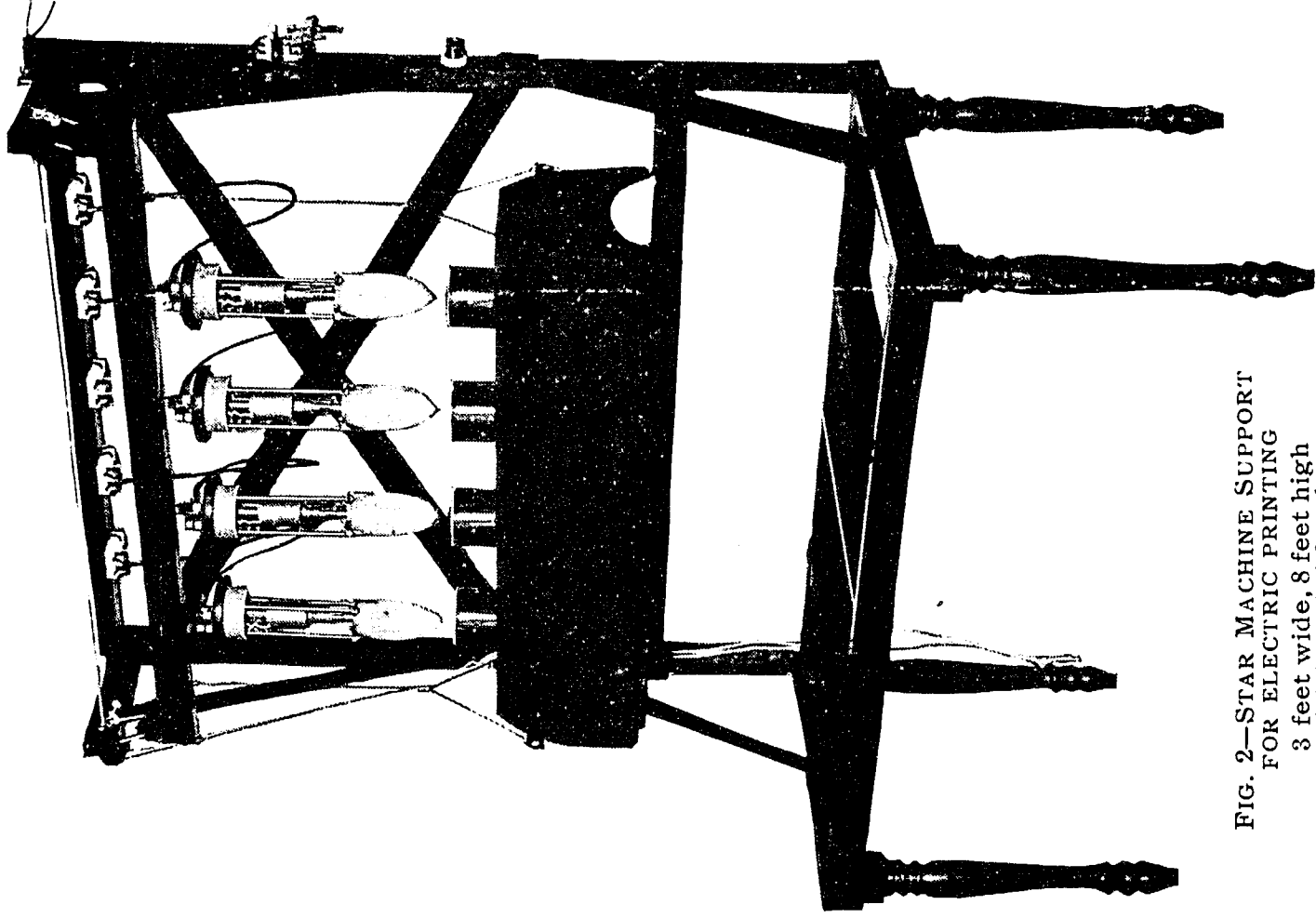


FIG. 2—STAR MACHINE SUPPORT  
FOR ELECTRIC PRINTING  
3 feet wide, 8 feet high  
and 4, 5, or 5½ feet long

## DESCRIPTION OF ELECTRICAL EQUIPMENT

The Support for the Star Photo-Printing Machine (Fig. 2) is wired so that the binding posts at its top can be connected at once to the mains of a two- or three-wire system carrying 110 or 220 volts, direct current. Lamps and motor having the same external shapes and dimensions are furnished for either voltage. Each lamp is less than 23 inches high, weighs less than 11 pounds, and has a current consumption of 715 watts; and four lamps are used with the No. 30 machine, five with the No. 42, and six with the No. 48. The motor consumes about 40 watts.

The lamp is a new type having very simple construction with only two moving parts; it at once establishes and maintains a very steady arc of high actinic power, lasting for about 130 hours continuous burning with one set of carbons,

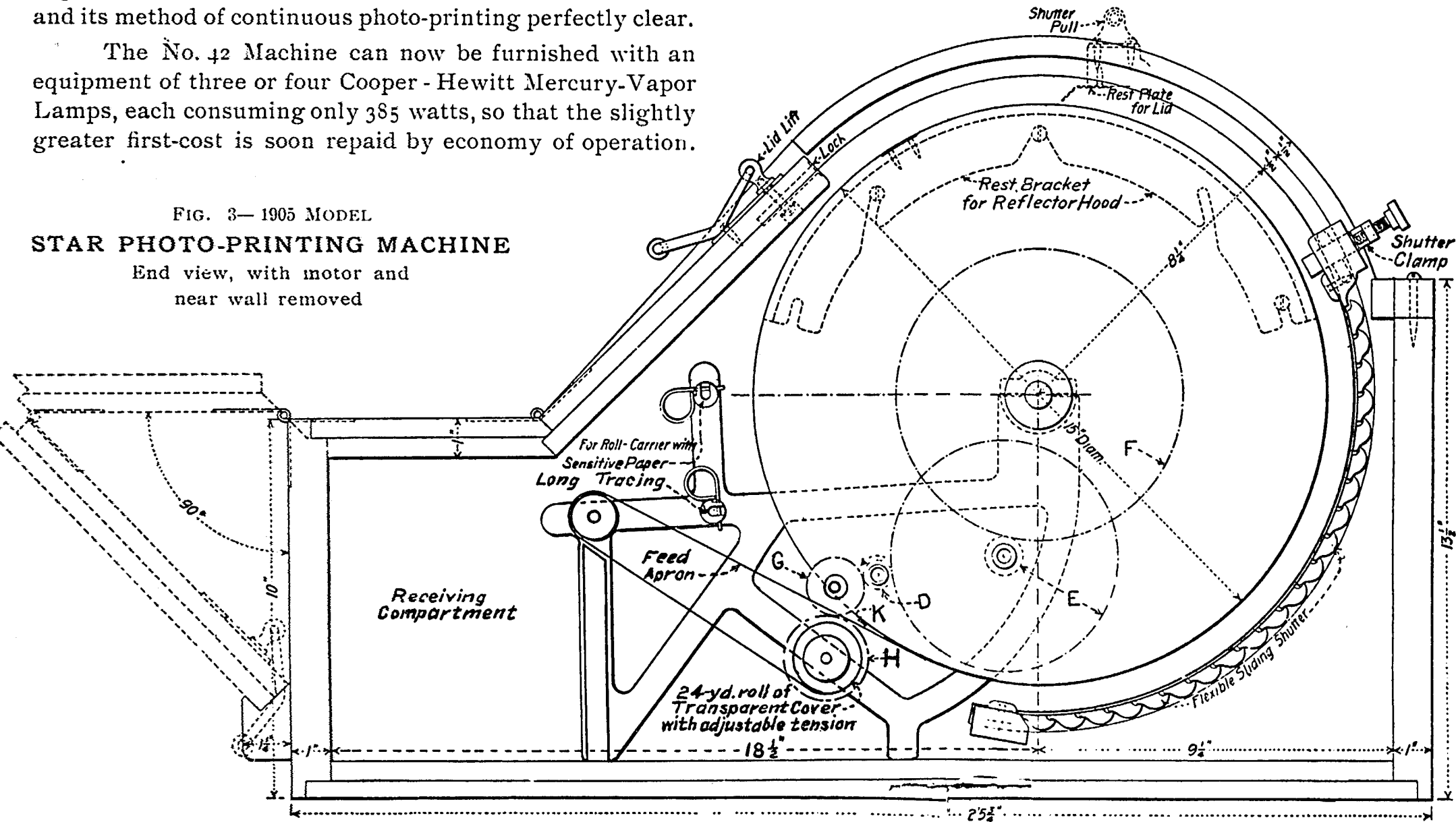


# THE STAR PHOTO-PRINTING MACHINE

has been further simplified in its construction, without any reduction in its efficiency but with a reduction in its cost that makes its list-price at least one hundred dollars less than that of any other machine of equal scope. The modification consists in substituting a simple friction-brake at one end of the roll of Transparent Cover (see Fig. 3) in place of the friction-capped pedestals, shafts, pulleys, and elastic belts used in the 1904 Model to give the necessary tension to the cover. The space which they occupied is utilized by forming a larger and more convenient Feed-Apron and a Receiving-box or compartment for the exposed prints inside of the machine casing. All other details of construction and operation remain as described in circular No. 1 of December, 1904; which, with the above statement and the new Fig. 3 herewith, will make the character of this machine and its method of continuous photo-printing perfectly clear.

The No. 42 Machine can now be furnished with an equipment of three or four Cooper - Hewitt Mercury-Vapor Lamps, each consuming only 385 watts, so that the slightly greater first-cost is soon repaid by economy of operation.

FIG. 3—1905 MODEL  
STAR PHOTO-PRINTING MACHINE  
End view, with motor and  
near wall removed



Manufactured and for sale by L. F. RONDINELLA, M. E., 728 Stephen Girard Building, Philadelphia

## REVISED PRICE LIST

### STAR MACHINE AND MOTOR

#### FOR SUN-PRINTING ONLY

No. 30 Machine (prints 30 in. wide by 70 ft. long)	\$225
No. 42 Machine (prints 42 in. wide by 70 ft. long)	250
No. 48 Machine (prints 48 in. wide by 70 ft. long)	275

### COMPLETE EQUIPMENT

#### FOR SUN- AND ELECTRIC-PRINTING

including the Star Photo-Printing Machine with motor, the Support with adjustable suspension-beam, enclosed-arc lamps, reflector-hood, switches, etc., ready to operate when set-up and connected to the electric mains.

No. 30 Outfit (prints 30 in. wide by 70 ft. long)	\$325
No. 42 Outfit (prints 42 in. wide by 70 ft. long)	375
No. 48 Outfit (prints 48 in. wide by 70 ft. long)	425

#### FOR ECONOMY OF CURRENT

No. 42 Outfit with 3 Cooper-Hewitt Vapor Lamps	\$400
No. 42 Outfit with 4 Cooper-Hewitt Vapor Lamps	425

Lamps and Motor are furnished for 110-volt circuit, unless otherwise ordered.



# DESCRIPTION OF THE STAR MACHINE

The construction and method of operation of the Star Photo-Printing Machine may be understood from the accompanying drawing and photographs. The machine is made in three sizes for producing prints of any length with maximum widths of 30, 42 or 48 inches.

A furniture-finished oak casing contains the materials before, during and after printing, and all of the mechanism except the 1-20 HP. electric motor and its reducing gears, which are carried outside of one end. This casing is provided with ball casters, and may be mounted on a track to be rolled out through an ordinary window facing south for sun-printing, or may be placed in the Star Machine Support (Fig. 2), for electric printing. Its top is closed by a two-leaf lid (which may be swung open to rest in three different positions), and by an adjustable curved shutter, so that the exposure-opening may be varied from 0 to 105 degrees for sun-printing, and to 120 degrees for electric printing, permitting prints to be made by either kind of light with equal rapidity.

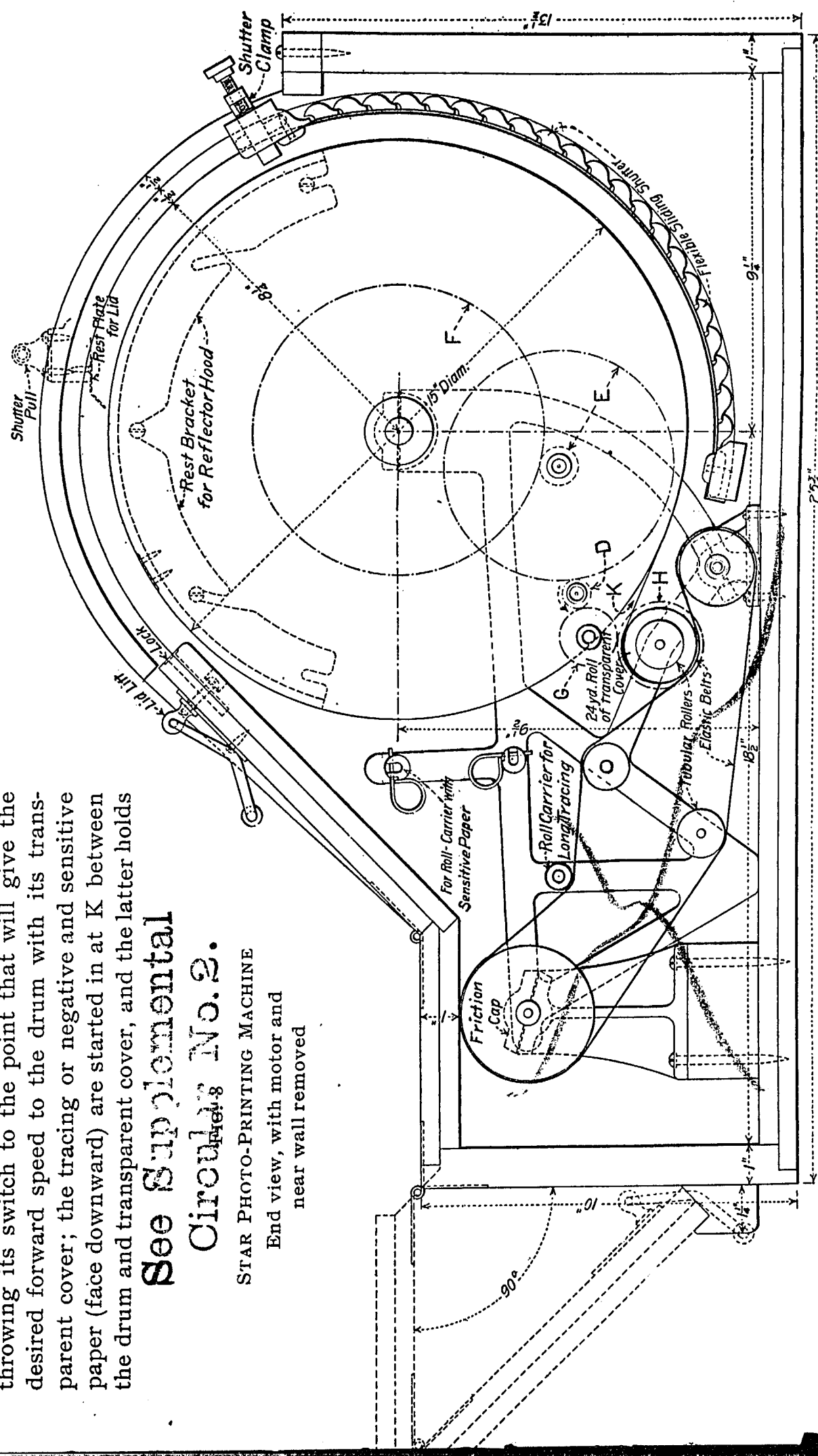
Under this exposure-opening inside the casing is a felt-covered wooden drum only fifteen inches in diameter (Fig. 3), to which is permanently fastened the outer end of the transparent cover,—a prepared roll of tracing-cloth. This roll presses against a series of elastic belts passing over two lines of small pulleys and exerting an adjustable tension upon the unwinding or rewinding of the material when the drum is revolved forward or back. The electric motor mounted on a bracket at the end of the casing has its high speed reduced by a spur-gear-couple to the driving spindle, which passes through the casing and carries on its inner end the pinion D. By means of a spring latch, outside the casing, fitting into one of two grooves around the spindle, the latter turning always in one direction, is made to revolve the drum and the roll of transparent cover in both directions. When the spindle is drawn out, the pinion gears through a second reducing-couple E, to the drum-wheel F, to move the drum and cover forward; and when the spindle is pushed in, the pinion gears through an idler G to the roller-wheel H, to rewind the cover and turn the drum backward, against an adjustable friction at its bearings. The different forward speeds are slower than the different return speeds, and both are very regular.

With the machine in its support for electric printing (Fig 4) the shutter and lids are thrown open; the suspension-beam is lowered so that the reflector-hood covers the upper third of the drum's periphery, and the lamps (with their enclosed arcs in the focal line of the reflector) are close to the exposure surface; the switch on the end of the support is thrown-in, lighting all the lamps at once, or those not previously cut out by their individual switches; the spindle is drawn out to gear with the large wheel E and the motor is started by throwing its switch to the point that will give the desired forward speed to the drum with its transparent cover; the tracing or negative and sensitive paper (face downward) are started in at K between the drum and transparent cover, and the latter holds

See Supplemental  
Circular No. 2.

STAR PHOTO-PRINTING MACHINE

End view, with motor and  
near wall removed



them in close contact with the drum while they travel around under the reflector-hood; the forward exposure then continues automatically until the last part of the tracing or negative appears from under the hood; the motor is then stopped while the spindle is pushed in to gear with wheel G; the motor is started again, and rewinds the transparent cover tightly around its roller, thereby turning the drum backward with the tracing and sensitive paper still in close contact under the light, completing the exposure, and discharging the tracing and print at K. The machine is thus restored to its original condition.

See Supplemental  
Circular No. 2.

When making a single long print, the roll of sensitive paper is slipped endwise over its aluminum carrier-rod, which is then inserted into its hole-and-slot bearings at the two ends of the casing; the motor is run for a moment while the free end of the sensitive paper is fed at K and held by the transparent cover; the long tracing in a roll is then slipped over its carrier, and inserted in its bearings; the motor is started, the free end of the tracing is fed in, and the double-exposure is made as described above. As the tracing and print feed out of the machine, they slide over the lids and drop into the long receiving-box placed below (not shown in Fig 4); or while the tracing drops out, the print may be rolled up by hand ready for development.

When making prints from several tracings, the roll of sensitive paper may be used as described above, and the tracings fed in side by side, or one after another, until all have passed under the cover. The exposed paper is then cut from the roll, and fed out with the tracings in reverse order while the printing is being completed.

## See Supplemental Circular No.2. PRICE LIST

### STAR MACHINE AND MOTOR

#### FOR SUN-PRINTING ONLY

No. 30 Machine (prints 30 inches wide by 70 feet long)	<del>\$350</del>
No. 42 Machine (prints 42 inches wide by 70 feet long)	<del>275</del>
No. 48 Machine (prints 48 inches wide by 70 feet long)	<del>300</del>

### COMPLETE EQUIPMENT

#### FOR SUN- AND ELECTRIC-PRINTING

including the Star Photo-Printing Machine with motor and receiving-box, the support with adjustable suspension-beam, reflector-hood, switches, etc., ready to operate when set-up and connected to the electric mains.

No. 30 Outfit, (prints 30 inches wide by 70 feet long)	<del>\$350</del>
No. 42 Outfit, (prints 42 inches wide by 70 feet long)	<del>200</del>
No. 48 Outfit, (prints 48 inches wide by 70 feet long)	<del>450</del>

Lamps and Motor are furnished for 110-volt circuit, unless otherwise ordered.

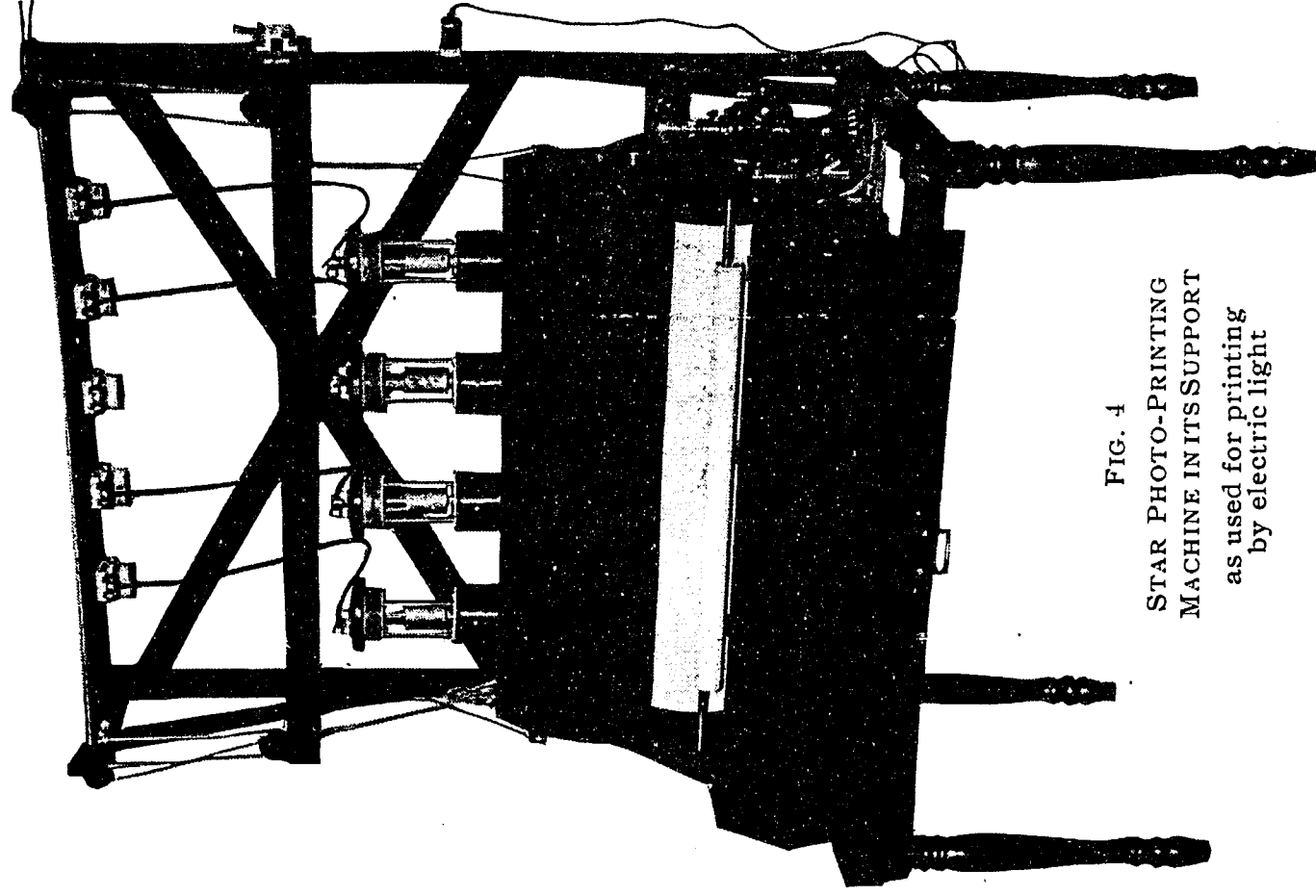


FIG. 4  
STAR PHOTO-PRINTING  
MACHINE IN ITS SUPPORT  
as used for printing  
by electric light

Prices include packing and delivery F. O. B. at Philadelphia.

Machines shipped on 30 days' trial to responsible parties, or can be shown in operation at Philadelphia or elsewhere.

Prices on special sizes, or on partial equipment only, will be furnished by

**L. F. RONDINELLA, M. E.**  
**728 STEPHEN GIRARD BUILDING, PHILADELPHIA**

a verdict for the defendant on the ground that the plaintiff had not made out a case entitling him to go to the jury, and the Court after argument by counsel for the respective parties granted said motion and the jury thereupon, by direction of the Court returned a verdict for the defendant; to which ruling of the Court the Plaintiff at the time it was made and before the jury had retired, or the verdict was returned, duly excepted and said exception was duly noted by the Court on its minutes.

Be it further remembered that the substance and effect of all the evidence in this case is contained in the foregoing bill of exceptions, and the said bill of exceptions is hereby made a part of the record in this case at the request of counsel for the plaintiff, and said bill of exceptions is signed, sealed and settled, now for then, the 18 day of January, 1908.

DAN THEW WRIGHT, *Justice*.

(Here follows descriptive pamphlet marked pages 58-63, inclusive.)

64 Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, *District of Columbia*, ss:

I, John R. Young, Clerk of the Supreme Court of the District of Columbia, hereby certify the foregoing pages numbered from 1 to 63 both inclusive, to be a true and correct transcript of the record according to Rule Five (5) of the Court of Appeals of the District of Columbia, in cause No. 49353 at law, wherein Lino F. Rondinella is plaintiff, and Southern Railway Company, a corporation, is defendant, as the same remains upon the files and of record in said Court.

In testimony whereof I hereunto subscribe my name and affix the seal of said Court at the city of Washington, in said District, this 13th day of February, A. D. 1908.

[Seal Supreme Court of the District of Columbia.]

JOHN R. YOUNG, *Clerk*.

Endorsed on cover: District of Columbia supreme court. No. 1867. Lino F. Rondinella, appellant, vs. Southern Railway Company, a corporation. Court of Appeals, District of Columbia. Filed Feb. 13, 1908. Henry W. Hodges, clerk.

